

6. Defendant Nationwide Credit, Inc. (“Nationwide”) is a debt collection agency with its principal offices located at 1000 Abernathy Road, Suite 200, Atlanta, GA 30328

7. Nationwide is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

8. Nationwide is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

9. Nationwide is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

10. On or about November 10, 2017, Chase mailed an account statement to Wood, regarding an alleged debt, allegedly owed to Chase and associated with Wood’s Chase credit card account with an account number ending in 4761. A copy of this account statement is attached to this complaint as Exhibit A.

11. Exhibit A contains the following:

The Past Due amount of \$328.00 is included in your Minimum Payment.	Payment Due Date:	12/07/17
	New Balance:	\$1,230.98
	Minimum Payment:	\$353.00
	Account number:	██████████4761

Exhibit A.

12. Exhibit A states that, as of November 10, 2017, Wood’s account ending in 4761 had a “New Balance” of \$1,230.98, with a “Past Due amount” of \$328.00, a “Minimum Payment” of \$353.00 and a “Payment Due Date” of December 7, 2017.

13. Exhibit A, mailed on or about November 10, 2017, states that Wood’s account ending in 4761 had been closed.

14. On or about December 4, 2017, Nationwide mailed a debt collection letter to Wood regarding an alleged debt, allegedly owed to Chase, and associated with Wood's alleged Chase account with an account number ending in 4761. A copy of this letter is attached to this complaint as Exhibit B.

15. Upon information and belief, the alleged debt referenced in Exhibit B was a personal credit card account and used only for personal, family, or household purposes.

16. Upon information and belief, Exhibit B is a form letter, generated by computer, and with the information specific to Wood inserted by computer.

17. Upon information and belief, Exhibit B is a form debt collection letter used by Nationwide to attempt to collect alleged debts.

18. Upon information and belief, Exhibit B is the first written communication Wood received from Nationwide regarding the alleged debt referenced in Exhibit B.

19. Exhibit B contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of a judgment against you and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit B.

20. Exhibit B also contains the following:

At this time, we are pleased to present the following 2 options to resolve your account:

Option 1: Pay your Balance in a single payment

This option allows you to pay off your Account Balance by making a single payment for **\$1,230.98** on or before **01/10/2018**.

Option 2: Pay a portion of your balance (Settlement - Opportunity to save 70%)

Pay **30%** of your Account Balance by making a single payment in the amount of **\$369.29** on or before **01/10/2018**. After satisfaction of this payment, your account will be reported to the creditor as settled.

Exhibit B.

21. Exhibit B states that Wood had two options to “resolve” the account.
22. The first option in Exhibit B is to “pay off your Account Balance by making a single payment for \$1,230.98 on or before 01/10/2018.”
23. Option 1 leads the unsophisticated consumer to believe that Nationwide, or the creditor, would continue to impose interest and fees on the account if she did not pay the account in full by Jan. 10, 2018.
24. Option 1, which states that the Account Balance of \$1,230.98 must be paid “on or before 01/10/2018” implies to the unsophisticated consumer that a payment of \$1,230.98 would not resolve the account in full after that date because of the imposition of interest, late fees, or other charges.
25. Third party debt collectors would collect the full balance of any account at any time. The unsophisticated consumer would interpret the imposition of a deadline to mean that the amount of the debt will increase after that deadline.
26. Upon information and belief, when Nationwide sent Exhibit B to Plaintiff, interest was no longer accruing on Wood’s account ending in 4761. Nationwide sent two additional letters regarding the same Chase account to Plaintiff on January 20, 2018 and February 10, 2018. Copies of these letters are attached to this complaint as Exhibits C and D. The balance is the same in Exhibits C and D as in Exhibit B, despite the letters being sent months apart.
27. Upon information and belief, as a matter of policy, Chase does not charge post charge-off interest or fees. *See, e.g., McDonald v. Asset Acceptance LLC*, 296 F.R.D. 513, 518 (E.D. Mich. Aug. 7, 2013), *vacated by McDonald v. Asset Acceptance LLC*, 2016 U.S. Dist. LEXIS 102182 (E.D. Mich. June 23, 2016) (“The agreement between Chase and Asset stated

that “[e]ach charged-off Account is enforceable for the full Unpaid Balance’ and that the Unpaid Amount did not include post charge-off interest.”).

28. Nationwide knows or should know that Chase does not add interest to debts such as Plaintiff’s, as Chase did not instruct Nationwide to collect additional interest from Plaintiff or class members.

29. The representation that interest, late fees, or other charges were accruing when they were not is a material false statement. *See Boucher v. Fin. Sys. of Green Bay*, 880 F.3d 362, 367 (7th Cir. 2018) (“a dunning letter is false and misleading if it ‘impl[ies] that certain outcomes might befall a delinquent debtor when, legally, those outcomes cannot come to pass.”) (alterations in original) (quoting *Lox v. CDA, Ltd.*, 689 F.3d 818, 825 (7th Cir. 2012)); *see also Ruge v. Delta Outsource Group, Inc.*, 2017 U.S. Dist. LEXIS 35047, at *6 n.4, *9 n.6 (N.D. Ill. Mar. 13, 2017) (granting summary judgment to plaintiff because debt collection letter mimicking *Miller* safe-harbor language violated FDCPA where the debt collector and creditor had not waived the right to collect interest and fees but did not charge post-charge-off interest or fees as a matter of policy).

30. Moreover, Exhibit B also contains the following:

This demand for payment does not eliminate your right to dispute this debt or inquire for more information about this debt. If you send a written notification to or otherwise notify this office, as described in the previous paragraphs, NCI will (a) cease collection activities until such time as NCI obtains and sends you the verification as described in the above paragraphs and; (b) extend the due date on these offers as long as the account remains referred to NCI by the creditor.

Exhibit B.

31. The statement that “if you send a written notification to *or otherwise notify this office . . .* NCI will (a) cease collection activities . . .” (emphasis added) conflicts with and overshadows the disclosure of the consumer’s rights to require the debt collector to verify the

debt and provide the name and address of the original creditor. 15 U.S.C. §§ 1692g(a)(4) and 1692g(a)(5).

32. The statement that the consumer may “otherwise notify” Nationwide directs consumers to dispute debts by telephone rather than in writing.

33. 15 U.S.C. § 1692g(a)(4) states:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

...

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

34. To trigger verification rights, the debtor must provide the debt collector with written notification that there is a dispute. 15 U.S.C. § 1692g(a)(4).

35. Upon receiving a *written* dispute from the consumer within the 30-day debt validation period, the FDCPA requires the debt collector to contact the creditor and obtain verification of the debt before conducting any further collection efforts. 15 U.S.C. § 1692g(b):

(b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.

36. A statement that the consumer may dispute the debt by telephone rather than in writing plainly conflicts and overshadows the validation notice because the consumer does not trigger verification rights unless the dispute is communicated in writing. *See Osborn v. Ekpsz, LLC*, 821 F.Supp.2d 859, 870 (S.D. Tex. Sept. 26, 2011) (collecting cases and concluding that “[e]very district court to consider the issue has held that a debt collector violates §1692g(a) by failing to inform consumers that requests under subsections (a)(4) and (a)(5) must be made in writing.”); *see also, McCabe v. Crawford & Co.*, 272 F.Supp.2d 736, 742-44 (N.D. Ill. July 8, 2003) (omitting the words “in writing” from the validation notice conflicted with and overshadowed the consumer’s statutory right to trigger verification); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at *9 (S.D. Ind. Sept. 25, 2017); *Crafton v. Law Firm of Levine*, 957 F.Supp.2d 992, 998 (E.D. Wis. July 9, 2013); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F.Supp.2d 841, 845 (E.D. Va. May 5, 2011); *Welker v. Law Office of Daniel J. Horowitz*, 699 F.Supp.2d 1164, 1170 (S.D. Cal. 2010); *Beasley v. Sessoms & Rogers, P.A.*, 2010 U.S. Dist. LEXIS 52010 (E.D. N.C. Mar. 1, 2010); *Nero v. Law Office of Sam Streeter, P.L.L.C.*, 655 F.Supp.2d 200, 206 (E.D.N.Y. Sept. 10, 2009); *Chan v. N. Am. Collectors, Inc.*, 2006 U.S. Dist. LEXIS 13353, at *16 (N.D. Cal. Mar. 24, 2006); *Grief v. Wilson, Elser, Moskowitz, Edelman & Dicker, LLP*, 217 F.Supp.2d 336, 340 (E.D.N.Y. Aug. 19, 2002); *Carroll v. United Compucred Collections*, 2002 U.S. Dist. LEXIS 25032, at *28 (M.D. Tenn. Nov. 15 2002); *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990); *Caprio v. Healthcare Revenue Recovery Group, LLC*, 709 F.3d 142, 151-152 (3d Cir. 2013); *Rhoades v. West Virginia Credit Bureau Reporting Servs.*, 96 F. Supp. 2d 528, (S.D. W. Va. May 10, 2000); *O’Chaney v. Shapiro & Kreisman, LLC*, U.S. Dist. LEXIS 5116, at *12-13 (Mar. 25, 2004); *Flowers v. Accelerated Bureau of Collections*, 1997 U.S. Dist. LEXIS 3354, at *18-19 (N.D. Ill. Mar. 13, 1997).

37. The instruction, which is offset and easily read, would confuse and mislead consumers who wish to dispute debts to believe that oral disputes entitle the debtor to the same protections as disputes in writing, when that impression is not true. *See Camacho v. Bridgeport Fin., Inc.*, 430 F.3d 1078, 1082 (9th Cir. 2005).

38. Nationwide’s language contradicts, overshadows and confuses the 15 U.S.C. § 1692g notice.

39. Wood was confused and misled by Exhibit B.

40. The unsophisticated consumer would be confused and misled by Exhibit B.

41. Wood had to spend time and money investigating Exhibit B and the consequences of any potential responses to Exhibit B.

The FDCPA

42. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a

misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

43. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. § 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

44. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

45. 15 U.S.C. § 1692e(2)(A) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

46. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

47. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

48. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

49. 15 U.S.C. § 1692g states, in part:

50. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- ...
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

51. The Seventh Circuit has held that a debt collector must state the correct amount of the debt on the date a letter is sent to a consumer. *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000):

It is no excuse that it was "impossible" for the defendants to comply when as in this case the amount of the debt changes daily. What would or might be impossible for the defendants to do would be to determine what the amount of the debt might be at some future date if for example the interest rate in the loan agreement was variable. What they certainly could do was to state the total amount due--interest and other charges as well as principal--on the date the dunning letter was sent. We think the statute required this.

52. While *Miller* addressed a debt collector's obligation to provide the amount of the debt under 15 U.S.C. § 1692g(a)(1), the Seventh Circuit has held that the standards for claims

under § 1692e and § 1692g are the same. *McMillan v. Collection Professionals, Inc.*, 455 F.3d 754, 759 (7th Cir. 2006).

We cannot accept the district court's view that claims brought under § 1692e or § 1692f are different from claims brought under § 1692g for purposes of Rule 12(b)(6) analysis. Whether or not a letter is 'false, deceptive, or misleading' (in violation of § 1692e) or 'unfair or unconscionable' (in violation of § 1692f) are inquiries similar to whether a letter is confusing in violation of § 1692g. After all, as our cases reflect, the inquiry under §§ 1692e, 1692g and 1692f is basically the same: it requires a fact-bound determination of how an unsophisticated consumer would perceive the letter.")

The WCA

53. The Wisconsin Consumer Act ("WCA") was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

54. The Wisconsin Supreme Court has favorably cited authority finding that the WCA "goes further to protect consumer interests than any other such legislation in the country," and is "probably the most sweeping consumer credit legislation yet enacted in any state." *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

55. To further these goals, the Act's protections must be "liberally construed and applied." Wis. Stat. § 421.102(1); *see also* § 425.301.

56. "The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives." *First Wisconsin Nat'l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

57. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

58. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

59. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

60. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

61. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

62. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer”

63. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

64. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

65. The failure to effectively convey a customer’s validation rights can reasonably be expected to harass the customer. *See* Wis. Admin. Code DFI-Bkg § 74.16(9) (“Oppressive and deceptive practices prohibited.”) (prohibiting licensed Collection Agencies from engaging in conduct that “can reasonably be expected to threaten or harass the customer, including conduct which violates the Federal Fair Debt Collection Practices Act”); *see also Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. Jan. 22, 2008) (communicating that a consumer’s rights would be preserved through oral communication effectively misleads the consumer into delaying the transmission of the consumer’s written request for the verifying documentation, thereby causing the loss of valuable consumer rights violated state statute forbidding harassing, abusive, misleading, and unfair debt collection practices).

COUNT I – FDCPA

66. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

67. Exhibit B states the amount and character of the debt in a confusing and misleading manner.

68. Exhibit B states an expiration date by which the balance of the account must be paid in full.

69. By stating an expiration date by which the balance of the account must be paid in full, Exhibit B impliedly threatens the consumer that Nationwide, or the creditor, will impose

interest and fees even though Chase had waived its right to interest and late fees and did not intend to impose these fees.

70. In fact, the consumer could pay the balance stated in Exhibit B at any time to resolve the account.

71. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(10), 1692f, and 1692g(a)(1).

COUNT II – FDCPA

72. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

73. The statement that the consumer may “send a written notification to or otherwise notify this office” to trigger verification contradicts and overshadows the disclosure that a consumer must request verification in writing to trigger the requirement that the debt collector provide verification of the debt.

74. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f, 1692g(a)(4), 1692g(a)(5), and 1692g(b).

COUNT III – WCA

75. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

76. Exhibit B states an expiration date by which the balance of the account must be paid in full.

77. Exhibit B contains implied false threats that interest and fees are still accruing on the account when Chase had waived its right to interest and late fees and did not intend to collect interest or fees.

78. Exhibit B fails to effectively convey Plaintiff's statutory validation rights.

79. Defendant violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

80. Plaintiff brings this action on behalf of a Class:

(a) all natural persons in the State of Wisconsin (b) who were sent an initial collection letter in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a debt owed to Chase, (d) and incurred for personal, family, or household purposes, (e) where the letter was mailed between November 5, 2017 and November 5, 2018, inclusive, (f) and was not returned by the postal service.

81. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

82. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with the FDCPA and the WCA.

83. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

84. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

85. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

86. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests that the Court enter judgment in favor of Plaintiffs and the Classes and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: November 5, 2018

ADEMI & O'REILLY, LLP

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EXHIBIT A



P.O. BOX 15123
WILMINGTON, DE
19850-5123

The Past Due
amount of \$328.00 is
included in your
Minimum Payment.

Payment Due Date: 12/07/17
New Balance: \$1,230.98
Minimum Payment: \$353.00

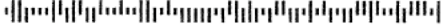
Account number: [REDACTED] 4761

20178 BEX Z 31417 C
ELIZABETH A WOOD
3201 S LAKE DR APT 105
SAINT FRANCIS WI 53235-3701

\$ _____ Amount Enclosed
Make your check payable to: Chase Card Services



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



:[REDACTED] 4761



Manage your account online:
www.chase.com

Customer Service:
1-800-524-3880

Mobile: Download the
Chase Mobile® app today

ACCOUNT SUMMARY

Account Number: [REDACTED] 4761

Previous Balance	\$1,225.96
Payment, Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$5.02
New Balance	\$1,230.98

Opening/Closing Date	10/11/17 - 11/10/17
Credit Limit	\$1,000
Available Credit	\$0
Cash Access Line	\$200
Available for Cash	\$0

Past Due Amount	\$328.00
Balance over the Credit Limit	\$230.98

PAYMENT INFORMATION

New Balance	\$1,230.98
Payment Due Date	12/07/17
Minimum Payment Due	\$353.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	5 years	\$1,973

If you would like information about credit counseling services, call 1-866-797-2885.

YOUR ACCOUNT MESSAGES

You have one or more balance(s) with APR expiration dates, as shown in the Interest Charge section. These APRs will continue through the expiration dates shown in the Interest Charges section.

You are over your credit line/credit access line by \$230.98. You can pay down your balance faster by including this amount with your payment.

Your account is closed and no longer available for use.

CHASE FREEDOM UNLIMITED REWARDS SUMMARY

Previous points balance	0	Redeem for cash back- any amount, anytime. Log on to
+1.5% (1.5 Pts)/\$1 earned on all purchases	0	chase.com/ultimaterewards to explore all your reward
= Total points available for redemption	0	options.

You earn unlimited 1.5% cash back on all purchases- it's automatic! Redeem for cash with no minimum, and your Cash Back rewards do not expire as long as your account is open.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
INTEREST CHARGED		
11/10	CASH ADVANCE INTEREST CHARGE	5.02
	TOTAL INTEREST FOR THIS PERIOD	\$5.02

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

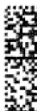
State: _____ Zip: _____

*Home Phone: _____ *Work Phone: _____

E-mail Address: _____

*When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us and companies working on our behalf to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. Message and data rates may apply. You may contact us anytime to change these preferences.

To contact us regarding your account:



Call Customer Service: In U.S. 1-800-524-3880 Español 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200

Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298

Mail Payments to: P.O. Box 94014 Palatine, IL 60094-4014

Visit Our Website: www.chase.com

Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website or by one of our above listed customer service telephone numbers. If we receive your completed payment request through one of these channels by 8 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 8 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service and Manage Any of Your Account(s): When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic interest rate. These calculations may be based on the daily rate or the monthly rate, as discussed in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

- 1) the date of the transaction - for new purchases, balance transfers, overdraft advances or cash advances;
2) the date the payee deposits the check - for new cash advance checks or balance transfer checks;
3) the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose - for fees

How to Avoid Paying Interest on Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

What To Do if You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
• Dollar amount: The dollar amount of the suspected error.
• Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
• The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

2017 Totals Year-to-Date	
Total fees charged in 2017	\$210.00
Total interest charged in 2017	\$48.45

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Expiration Date*	Balance Subject To Interest Rate	Interest Charges
PURCHASES				
Introductory Purchases	0.00% (d)	11/10/17	\$1,001.00	-0-
Purchases	23.99%(v)(d)	-	-0-	-0-
CASH ADVANCES				
Cash Advances	25.99%(v)(d)	11/10/17	\$227.37	\$5.02
Cash Advances	25.99%(v)(d)	-	-0-	-0-
BALANCE TRANSFERS				
Introductory Balance Transfers	0.00% (d)	11/10/17	-0-	-0-
Balance Transfers	23.99%(v)(d)	-	-0-	-0-

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

31 Days in Billing Period

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

*If you change your payment due date, the date your promotional rate(s) ends also changes. Please be assured, the promotional rate will last for the time period promised in your offer.



Exhibit B



002/C90/C90/12/04/2017/WI

ACCOUNT NUMBER:	XXXXXXXXXXXX4761
NCI ID:	7621
ACCOUNT BALANCE:	\$1,230.98
AMOUNT ENCLOSED:	

24-hour account access: <https://myaccount.ncirm.com>

o Change of address: Print New Address on Back



REMIT TO:

NATIONWIDE CREDIT, INC.
 PO Box 14581
 Des Moines IA 50306-3581

70027-4C
 Elizabeth A Wood
 3201 S LAKE DR APT 105
 Saint Francis WI 53235-3701

7621 0

***** Please See Reverse Side of This Letter for Important Consumer Information *****

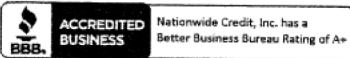
Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window



Nationwide Credit, Inc.

PO Box 14581
 Des Moines, IA 50306-3581
 Monday-Thursday 9AM to 10PM ET, Friday 9AM to 7PM ET
 1-866-428-0926
myaccount.ncirm.com

Current Creditor: CHASE BANK USA, N.A.
 Account Number: XXXXXXXXXXXX4761
 Account Balance: \$1,230.98
 Date: 12/04/2017



Nationwide Credit, Inc. has a Better Business Bureau Rating of A+

Your outstanding balance with the above referenced creditor is past due and has been referred to Nationwide Credit, Inc. for collection. The Account Balance as of the date of this letter is shown above.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of a judgment against you and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

At this time, we are pleased to present the following 2 options to resolve your account:

- Option 1: Pay your Balance in a single payment**
 This option allows you to pay off your Account Balance by making a single payment for **\$1,230.98** on or before **01/10/2018**.
- Option 2: Pay a portion of your balance (Settlement - Opportunity to save 70%)**
 Pay **30%** of your Account Balance by making a single payment in the amount of **\$369.29** on or before **01/10/2018**. After satisfaction of this payment, your account will be reported to the creditor as settled.

This demand for payment does not eliminate your right to dispute this debt or inquire for more information about this debt. If you send a written notification to or otherwise notify this office, as described in the previous paragraphs, NCI will (a) cease collection activities until such time as NCI obtains and sends you the verification as described in the above paragraphs and; (b) extend the due date on these offers as long as the account remains referred to NCI by the creditor.

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.



myaccount.ncirm.com

- > 24-hour Access
- > Make or Reschedule a Payment
- > Change Your Contact Information
- > Tell Us How You Would Like Us to Contact You
- > And More...

Payment Methods:

Secure Online Portal:	Pay by phone:	Pay by Mail:	Western Union	Moneygram	Bankwire
URL: myaccount.ncirm.com Login with your NCI ID: 7621 Password: Last 4 digits of your SSN	Call Toll free 1-866-428-0926	Send your check or money order to NATIONWIDE CREDIT, INC. PO Box 14581, Des Moines, IA 50306-3581 Reference: 7621	1 (800) 225-5227 Code City: Money Code State: GA Account #: 7621	Company Name: Nationwide Credit, Inc. Receiver Code: 2302 Account#: 7621	Nationwide Credit, Inc. ABA#: 0248 Acct #: 4612 Ref#: 7621

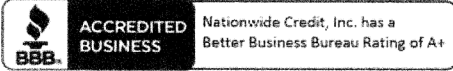
Sincerely,
 Nationwide Credit, Inc.
This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

Exhibit C



Nationwide Credit, Inc.

PO Box 14581
Des Moines, IA 50306-3581
Monday-Thursday 8AM to 10PM ET, Friday 8AM to 7PM ET
1-866-428-0926



NCI ID: [REDACTED] 7621

Current Creditor: CHASE BANK USA, N.A.
Account Number: XXXXXXXXXXXX4761
Account Balance: \$1,230.98
Settlement Offer: \$135.40
Date: 01/30/2018

Dear ELIZABETH A WOOD

Nationwide Credit, Inc. sent you a letter, more than thirty (30) days ago, advising you that your past due account was placed with us for collection. The Account Balance as of the date of this letter is shown above.



You can settle this account according to the payment arrangement shown in the table below:

Payment No.	Payment Received by NCI	Payment Amount	Payment No.	Payment Received by NCI	Payment Amount
1	02/12/2018	\$45.13			
2	03/12/2018	\$45.13			
3	04/12/2018	\$45.14			



myaccount.ncirm.com



> 24-hour Access

> Make or Reschedule a Payment

> Arrange a Settlement

> Change Your Contact Information

> And More...

This offer is contingent upon NCI receiving the payment pursuant to the payment schedule outlined in this letter.

Secure Online Portal: myaccount.ncirm.com is available 24 hours a day to schedule payments, negotiate alternatives, manage your account and more!

Login using your NCI ID: [REDACTED] 7621 and Password: Last four digits of your SSN

Pay by Mail: Send a check or money order to Nationwide Credit, Inc. PO Box 14581 Des Moines, IA 50306-3581 Reference your NCI ID on your check or money order

Pay by Phone: Toll free 1-866-428-0926

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

Sincerely,

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

C11

052012/092514

*** Please See Reverse Side of This Letter for Important Consumer Information ***

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window

PERSONAL AND CONFIDENTIAL

PO Box 10354
Des Moines, IA 50306-0354

03150



002/C11/082/01/30/2018/WI/1.0/20180115



70412-31A8***AUTO**MIXED AADC 350
Elizabeth A Wood
3201 S LAKE DR APT 105
Saint Francis WI 53235-3701

ACCOUNT NUMBER:	XXXXXXXXXXXX4761
NCI ID:	[REDACTED] 7621
ACCOUNT BALANCE:	\$1,230.98
AMOUNT ENCLOSED:	

24-hour account access: <https://www.myaccount.ncirm.com>

o Change of address: Print New Address on Back

REMIT TO:



NATIONWIDE CREDIT, INC.
PO Box 14581
Des Moines IA 50306-3581

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR OR CONSUMER COLLECTION AGENCY AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTE CHANGES ONLY

FIRST NAME MI

LAST NAME

ADDRESS

CITY HOME PHONE

STATE ZIP - WORK PHONE

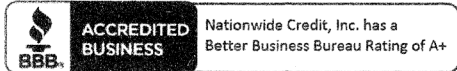
00006300

Exhibit D



Nationwide Credit, Inc.

PO Box 14581
Des Moines, IA 50306-3581
Monday-Thursday 8AM to 10PM ET, Friday 8AM to 7PM ET
1-866-428-0926



NCI ID: [REDACTED] 7621

Current Creditor: CHASE BANK USA, N.A.
Account Number: XXXXXXXXXXXX4761
Account Balance: \$1,230.98
Settlement Offer: \$135.40
Date: 02/10/2018

Dear ELIZABETH A WOOD

Nationwide Credit, Inc. sent you a letter, more than thirty (30) days ago, advising you that your past due account was placed with us for collection. The Account Balance as of the date of this letter is shown above.



You can settle this account according to the payment arrangement shown in the table below:

Payment No.	Payment Received by NCI	Payment Amount	Payment No.	Payment Received by NCI	Payment Amount
1	02/23/2018	\$45.13			
2	03/23/2018	\$45.13			
3	04/23/2018	\$45.14			



myaccount.ncirm.com



> 24-hour Access

> Make or Reschedule a Payment

> Arrange a Settlement

> Change Your Contact Information

> And More...

This offer is contingent upon NCI receiving the payment pursuant to the payment schedule outlined in this letter.

Secure Online Portal: myaccount.ncirm.com is available 24 hours a day to schedule payments, negotiate alternatives, manage your account and more! Login using your NCI ID: [REDACTED] 7621 and Password: Last four digits of your SSN	Pay by Mail: Send a check or money order to Nationwide Credit, Inc. PO Box 14581 Des Moines, IA 50306-3581 Reference your NCI ID on your check or money order Pay by Phone: Toll free 1-866-428-0926
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If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

Sincerely,

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

C11
052012/092514

*** Please See Reverse Side of This Letter for Important Consumer Information ***

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window

PERSONAL AND CONFIDENTIAL

PO Box 10354
Des Moines, IA 50306-0354

20109



002/C11/059/02/10/2018/WI/1.0/20180115



70726-13A71***AUTO**MIXED AADC 350
Elizabeth A Wood
3201 S LAKE DR APT 105
Saint Francis WI 53235-3701

ACCOUNT NUMBER:	XXXXXXXXXXXX4761
NCI ID:	[REDACTED] 7621
ACCOUNT BALANCE:	\$1,230.98
AMOUNT ENCLOSED:	

24-hour account access: <https://www.myaccount.ncirm.com>

o Change of address: Print New Address on Back

REMIT TO:



NATIONWIDE CREDIT, INC.
PO Box 14581
Des Moines IA 50306-3581

00040217

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR OR CONSUMER COLLECTION AGENCY AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="text"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> <input type="text"/> <input type="text"/>
STATE	<input type="text"/>	ZIP	<input type="text"/> - <input type="text"/>
		WORK PHONE	<input type="text"/> <input type="text"/> <input type="text"/>

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
 Elizabeth Wood

(b) County of Residence of First Listed Plaintiff Milwaukee
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS
 Nationwide Credit, Inc.

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1692 et seq

Brief description of cause:
 Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: November 5, 2018 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

ELIZABETH WOOD

Plaintiff(s)

v.

NATIONWIDE CREDIT, INC.

Defendant(s)

Civil Action No. 18-cv-1755

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
NATIONWIDE CREDIT, INC.
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Nationwide Credit Made 'False Threats' in Collection Notice](#)
